

Quality Assurance Surveillance Plan (QASP)

For Healthcare Resources Internal Medicine Physician Services

Contract Number:

Contract Description: The contractor shall provide 3.0 full-time equivalent (FTE) Board Eligible/Board Certified Internal Medicine Physician coverage at the Veteran Administration Illiana Health Care System (VAIHCS), 1900 E. Main Street, Danville, IL 61832 and facilities within the geographic area. Hours of coverage shall be from 8:00am - 4:30pm Monday through Friday. Minimum physician qualifications shall be GSA 621-001 Physician – General and Family.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored;
- How monitoring will take place;
- Who will conduct the monitoring;
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

- a. **Contracting Officer (CO)** - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Determined upon award

Organization or Agency: Network 12 Contracting Office

- b. **Contracting Officer's Representative (COR)** - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Determined Upon award

- c. **Other Key Government Personnel** – Key personnel are any personnel on call for the contracted service.

3. CONTRACTOR REPRESENTATIVES

The following employee of the contractor is to serve as the contractor's program manager for this contract.

Program Manager: Determined upon award

4. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix below, in the Performance Work Statement (PWS), includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

QUALITY ASSURANCE SURVEILLANCE PLAN

Performance Requirement	PWS	Standard	Acceptable Quality Level (AQL)	Method of surveillance
Contract physician (s) perform within their individual scopes of practice/privileging	2.1 9.3.1	All (100%) contract physician (s) perform within their scope of practice/privileges 100% of the time.	100%	Random inspection of records
The Contractor shall provide contract physician(s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.	9.3.2	All (100%) contract physician (s) are on time and available to perform services.	100%	Periodic Sampling of Time and Attendance Sheets
Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)	9.3.3 15.13.1	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	100%	Direct Observation
Contractor shall complete all required training on time per VAMC policy	9.3.4 5.7.6	All (100%) of required training is complete on time by contract physician (s).	100%	Periodic Sampling
Privacy, Confidentiality and HIPAA	9.3.5 10.1 10.3	All (100%) contractor physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100%	Periodic Sampling; Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.
Medical/Clinical Knowledge	9.3.6	Provide acceptable medical care and services and uses evidence-based guidelines	95%	Observation/Record Review
Medication Reconciliation	9.3.7 3.2.5	Complete appropriate medication reconciliation on each clinic visit.	95%	Observation/Record Review

5. INCENTIVES

The following incentives shall be implemented when the contractor meets or exceeds the performance standards and contract requirements:

1. Favorable Past Performance Evaluation.
2. Satisfactory past performance.

6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. DIRECT OBSERVATION. 100% surveillance: (if this method is used, define how surveillance will be accomplished.)

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. (Define what and how often it will be inspected. For example, ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)

c. VALIDATED USER/CUSTOMER COMPLAINTS. If this method is used, explain how data will be collected and reported.

d. RANDOM SAMPLING. If this method is used, define what and how often it will be sampled. (For example, ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.)

e. Verification and/or documentation provided by Contractor. Review PWS and if this method of surveillance is selected, define how documentation will be verified and how assessment will be conducted. (For example, off-site contracts may require the contractor to provide information on services provided to patients).

7. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. <i>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</i>
VERY GOOD:	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. <i>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</i>

SATISFACTOR Y:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><i>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</i></p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><i>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</i></p>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><i>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</i></p>

9. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

PRIMARY CARE
Veteran Administration Illiana Health Care Services (VAIHCS)

CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR				Date:
8. SIGNATURE OF CONTRACTING OFFICER				Date:
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE				Date:
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

10. FREQUENCY OF MEASUREMENT

a. **Frequency of Measurement** - The COR shall assess performance as specified above. During contract performance, the COR will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. **Frequency of Performance Assessment Meetings** - The COR and Contractor will meet upon request of either party to assess performance and provide a written assessment. The Contracting Officer may be invited to attend if there are serious issues to address.